

Exhibit 1

AVSO351

CV 2006 000040.00

JUDGE: HON TERRI L BOZEMAN

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF LOWNDES COUNTY

DEBRA CALDWELL-BUSH VS GLOBE HOME WARRANTY ET AL
FILED: 04/17/2006 TYPE: BAD FAITH/FRAUD/MISR TYPE TRIAL: JURY TRACK:*****
DATE1: 07/05/2006 CA: CA DATE:
DATE2: AMT: \$.00 PAYMENT:
DATE3: *****

PLAINTIFF 001: BUSH DEBRA CALDWELL-

ATTORNEY: MCDERMOTT MICKEY J G
MCD052 441 HIGH STREET STE 100AL 00000-0000
PHONE: (334) 000-0000
ENTERED: 04/17/2006 ISSUED:
SERVED: ANSWERED:MONTGOMERY, AL 36104
(334) 264-5151
JUDGEMENT:DEFENDANT 001: GLOBE HOME WARRANTY
I/C/O CSC LAWYERS INCORP.
150 SOUTH PERRY STREET
MONTGOMERY, AL 36104-0000ATTORNEY: HERNDON STEVEN KEITH
HER028 60 COMMERCE STREET
SUITE 904ENTERED: 04/17/2006 ISSUED: 04/17/2006 TYPE: SHERIFF
SERVED: 04/25/2006 ANSWERED: 05/25/2006 JUDGEMENT: MONTGOMERY, AL 36104
(334) 834-9950

04/17/2006	FILED THIS DATE: 04/17/2006	(AV01)
04/17/2006	ORIGIN: INITIAL FILING	(AV01)
04/17/2006	CASE ASSIGNED STATUS OF: ACTIVE	(AV01)
04/17/2006	JURY TRIAL REQUESTED	(AV01)
04/17/2006	ASSIGNED TO JUDGE: HON TERRI L BOZEMAN	(AV01)
04/17/2006	BUSH DEBRA CALDWELL- ADDED AS C001	(AV02)
04/17/2006	LISTED AS ATTORNEY FOR C001: MCDERMOTT MICKEY J G	
04/17/2006	GLOBE HOME WARRANTY ADDED AS D001	(AV02)
04/17/2006	DEBRA CALDWELL-BUSH VS GLOBE HOME WARRANT	
04/17/2006	ET,AL	(AV01)
05/09/2006	SHERIFF ISSUED: 04/17/2006 TO D001	(AV02)
05/09/2006	SERVICE OF SERVED PERSON ON 04/25/2006 FOR D001	
05/25/2006	LISTED AS ATTORNEY FOR D001: HERNDON STEVEN KEITH	
05/25/2006	ANSWER OF ATTY APPEAR ON 05/25/2006 FOR D001	(AV02)
05/25/2006	SET FOR: HEARING ON 07/05/2006 AT 0900A	(AV01)

I, Ruby Jones, Clerk of the Circuit Court of
Lowndes County, Alabama hereby certify this
to be a true and correct copy of CV 06-40
on file in my office in Hayneville, Alabama.

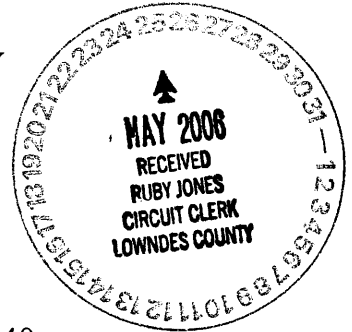
TRR 05/25/2006

CV 2006 000040.00


Ruby Jones
Lowndes County Circuit Clerk

Exhibit 1

IN THE CIRCUIT COURT OF LOWNDES COUNTY
STATE OF ALABAMA



DEBRA CALDWELL-BUSH,)

Plaintiff,)

v.)

Civil Action No.: CV-06-40

GLOBE HOME WARRANTY and)
RUBY WRIGHT, et al,)

Defendants.)

MOTION TO COMPEL ARBITRATION AND STAY ACTION

Comes now defendant Globe Home Warranty ("Globe") and hereby moves this Honorable Court to compel arbitration and to stay this action and in support thereof states as follows:

1. The plaintiff Debra Caldwell-Bush has filed suit over a home warranty claim she submitted to Globe Home Warranty. (Exhibit 1, ¶¶ 4-5). The claims arise out of and relate to her written warranty contract attached hereto as Exhibit 2. The written warranty contract specifically provides any controversy or claim arising out of or relating to the contract shall be settled by binding arbitration conducted through the American Arbitration Association ("AAA"). (Exhibit 2, ¶ 19). The provision specifically provides as follows:

19. Dispute Resolution: Any controversy or claim arising out of or relating to this contract shall be settled by binding arbitration conducted in the capital city in accordance with the existing rules of the American Arbitration Association and shall be governed by the laws of the State in which the dwelling is located only. Any award rendered by the arbitrator(s) shall be final, binding and conclusive on all parties for all jurisdictions. The arbitrator(s) shall cause the losing party to pay the reasonable

attorney's fees and costs of the prevailing party and disbursements related to the arbitration process and any appeal thereof. Any controversy or claim must be submitted to arbitration within six (6) month (or period required by law) from date in which controversy or claim first arose and if not brought within such time (time being of the essence), the party seeking to resolve such controversy or claim shall lose all rights and remedies with respect hereto.

2. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 2, provides that private agreements to arbitrate disputes are to be enforced according to their terms. Wilson v. Waverlee Homes, Inc., 954 F.Supp. 1530, 1533 (M.D. Ala. 1997) (citing Volt Info. Sciences, Inc. v. Bd. Of Trustees of Leland Stanford, Jr. Univ., 489 U.S. 468, 479 (1989)). The FAA states in relevant part:

A written provision in . . . a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist under law or inequity for revocation of any contract.

9 U.S.C. § 2.

3. The FAA governs the parties' arbitration agreement, which is contained in a contract involving and affecting interstate commerce, and pursuant to the FAA, this Court should compel the plaintiff to arbitrate her claims against the defendant.

WHEREFORE PREMISES CONSIDERED, the defendant respectfully requests this Honorable Court to enter an order compelling the plaintiff to arbitrate her claims against this defendant and further staying this action pending arbitration.

Respectfully submitted,



Steven K. Herndon (HER028)
Attorney for Defendant
Globe Home Warranty

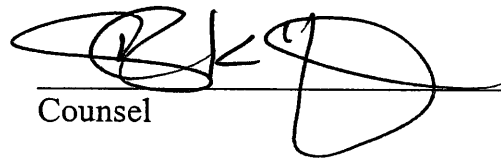
OF COUNSEL:

Gidiere, Hinton, Herndon & Christman
P.O. Box 4190
Montgomery, AL 36103
Telephone: (334) 834-9950

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing was served on the following by placing a copy of the same in the United States mail, postage prepaid and properly addressed, this 25th day of May, 2006.

Mr. Mickey J.G. McDermott
Attorney at Law
P.O. Box 34
Montgomery, AL 36104


Counsel

**In the Circuit Court for
Lowndes County, Alabama**

**Debra Caldwell-Bush
Plaintiff**

vs.

**Globe Home Warranty Company
The agents, servants, employees
Owners, directors and others
so situated that inflicted
benefited from, worked with
or for the listed parties which
caused the harm and injury
to the plaintiff, fictitious parties
A,B and C which will be added
later by amendment when
ascertained, and Ruby Wright
individually.
Defendants**

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CV 06-40



COMPLAINT

THE PARTIES

(1) The Plaintiff Debra Caldwell Bush is a resident of Lowndes County Alabama and is over the age of nineteen years of age, she resides at 185 Idle wild Drive Hope Hull, Alabama 36043. Defendant Ruby Wright is over the age of nineteen years of age and is a resident of Lowndes County Alabama, who's exact address is unknown at this time. Defendant Globe Home Warranty is a Delaware Corporation doing business in Alabama with a registered agent of CSC Lawyers Incorporating Service 150 South Perry Street Montgomery, Alabama 36104.

JURISDICTION AND VENUE

(2) All events and or occurrences took place in Lowndes County Alabama, and the amount complained of herein meets the requirements for this Honorable Court to exercise Jurisdiction and Venue in Lowndes County Alabama.

THE FACTS

(3) On 31 January 2005 the Plaintiff purchased from Defendant Ruby Wright the property located at 185 Idle wild Drive in Lowndes County Alabama. Condition on the sale of the home was the purchase of a Home Warranty. Said policy Al-05-1-101 was sold to the parties and money was paid for the said home warranty. In a matter of months following the purchase of the home and the warranty, electrical problems began to develop which included damaged appliances, brown outs, and burned electrical outlets.

(4) The Plaintiff made numerous contacts with the Defendant warranty company only to be told that someone would take care of the problem. The Plaintiff was asked by the Defendants to seek the services of an Electrician that diagnosis the problem. The Plaintiff did locate an electrician who did as the Plaintiff requested. The Home was found by the electrician to demand immediate repairs to prevent further damage to the home and jeopardy to the family of the Plaintiff.

(5) The Plaintiff was forced to pay for those services without any assistance form the Defendants. Despite request from the Plaintiff, the defendants have not reimbursed or refunded the cost of the warranty to the Plaintiff and have never inspected, repaired or replaced any of the items so damaged in the home. Calls have gone unanswered, as have letters to the Defendants.

COUNT(1)
BREACH OF WARRANTY

(6) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home From Defendant Ruby Wright and as part of the purchase, the homeowner provided a home warranty with the Defendants, Globe only to have no services from Defendant Globe whatsoever. The Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the

Defendants. The Plaintiff avers that the Defendants are in breach of the warranty sold to her for the use, benefit and protection of her and her family.

(7) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(2)
BREACH OF CONTRACT

(8) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants are in breach of the Contract signed by the parties for the use, benefit and protection of her and her family.

(9) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(3)
NEGLIGENCE

(10) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants were

negligent allowing she and her family to be subject to electrical dangers in the home and for failing to protect her and her family.

(11) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(4)
CONVERSION

(12) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants accepted her payment for services they did not nor ever intended to provide and converted her money to their personal use without benefit to her or her family.

(13) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(5)
BATTERY-CIVIL

(14) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants committed a

civil battery against her person and that of her family by allowing them to be subjected to electrical outages, overloads, faults, burns and damage appliances, electrical fires and electrical shocks.

(15) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(6)
MISREPRESENTATION

(16) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants misrepresented the quality of service, the level of care, the actual value of the warranty and the facts that the Defendant would not honor the warranty/contract.

(17) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.


COUNT(7)
OUTRAGE

(18) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants.

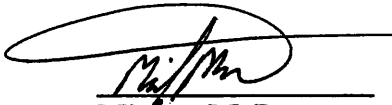
(19) The Plaintiff avers that the Defendants acts and omission in not honoring their contract/warranty were so egregious as to constitute outrage to the general public and were beyond the pale of civilized behavior.

(20) The Plaintiff demands the sum of \$359.00 in Compensatory damages for the cost of the warranty itself, and \$2770.00 in repair cost. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated

THE PLAINTIFF DEMANDS A JURY ON ALL ISSUES


Debra Caldwell-Bush
Plaintiff

Done this the 14th day of April, 2006


Mickey McDermott
For the Plaintiff
MCD-052
P.O. BOX 919
HAYNEVILLE, ALA 36040

**GLOBE HOME WARRANTY**
*Company***Contract Holder***This Is Not A Bill, Do Not Pay***Debra****Caldwell****Confirmation # 900141214****185 Idlewild Dr.****Hope Hull****AL 36043****Home Warranty Coverage Summary**

Contract Number	Product Description/Type Of Plan	Type of Construction
AL-05-1-101	Preferred Buyer Plan A	Brick
Contract Sold Date	Contract Effective Date	Contract Expiration Date
1/31/2005	1/27/2005	1/26/2006
Premium	Service Fee	
\$359.00	\$45.00	

Your Plan Covers

Air Conditioning System
Heating System
Ductwork
Plumbing System/Toilet
Electrical System
Water Heater
Garage Door Opener

Oven/Range/Cooktop
Range Exhaust Fan
Dishwasher
Garbage Disposal
Built-In Microwave
Kitchen Refrigerator
Bathroom Exhaust Fan

Central Vacuum System
Built-In Trash Compactor
WhirlPool Bathtub
Doorbell/Chimes
Sump Pump
Washer/Dryer

The following options were added: (IF CHECKED)

\$ 75 ☐ Roof Leak Repair*\$ 75 ☐ Well Pump\$ 150 ☐ Swimming Pool\$ 35 ☐ Septic System\$ 150 ☐ Spa\$ 25 ☐ Add'l Refrigerator\$ 150 ☐ Pool/Spa Combo\$ 90 ☐ Add'l A/C Heat Unit\$ 120 ☐ Flats # of Flats\$ 45 ☐ Add'l Water Heater\$ 150 ☐ Multi Units # of Units\$ 50 ☐ Platinum Upgrade

The above items are covered under this plan. For a more detailed explanation of coverages see the enclosed contract.

For service, questions, or claims under this plan, please call us toll free at:

1-800-842-2177**24 HOURS A DAY, 7 DAYS A WEEK****Exhibit 2**

P.O. BOX 2458
WINTER PARK, FL 32790
TEL: 800.842.2177
FAX: 800.597.3630
www.globewarranty.com

**GLOBE HOME WARRANTY COMPANY**

HOME WARRANTY COVERAGE

The Globe Home Warranty is issued by the Globe Home Warranty Company.

Certain items and events are not covered by this contract. Please refer to the exclusion list on page 5 of this contract.

Corporate Office: Globe Home Warranty Company is located at 611 Wymore Road, Suite #220, Winter Park, Florida 32789. Telephone: 407-629-1810 Fax: 407-629-8801 email: Sales@globewarranty.com World Wide Web: www.globewarranty.com.

Globe Home Warranty Company will, during the term of the contract, repair or replace, solely at the option of Globe Home Warranty Company, those respective systems, appliances and components listed as covered on the Home Warranty Coverage Summary when they become inoperative due to normal wear and tear. Failure due to normal wear and tear shall occur when a covered system, appliance or component is deemed inoperative due to the malfunction and/or cessation of a part/component intended to perform movement or promote flow, which condition causes such system, appliance or component to cease its designed function. This coverage includes only those systems, appliances and components that were in place at time of closing as part of the real estate transaction, in proper operating condition and does not include such conditions that cause a covered item to fail which, after prudent investigation it is determined, existed prior to contract effective date. Systems, appliances, and components must be located in place, within the perimeter of the main foundation, which is defined as that area located within the outer load bearing walls of the structure, above the slab or basement floor. Unless otherwise stated coverage is limited to one system or unit. Any required inspections must be completed by effective date. The description of specific systems, appliances and components that may be covered under a certain plan, limitations on coverage and other terms and conditions are set forth below.

TYPES OF PLANS

Seller Home Warranty Plan is effective immediately upon issuance of a confirmation number by Globe Home Warranty Company and continues for the remaining term of the listing agreement, not to exceed one hundred and eighty (180) days from the date of listing, unless sooner termination by sale of dwelling or cancellation of listing agreement or unless extended by Globe Home Warranty Company at its sole discretion. The home must be occupied. Authorized seller claims paid on a reimbursement basis. Seller Home Warranty Plan coverage automatically converts to Buyer Home Warranty Plan coverage on the date of closing, provided proper payment has been received by Globe Home Warranty Company within seven (7) business days of closing. In the event proper payment has not been received, see Terms and Conditions below. In Florida only, Florida Statute 634.312 requires that a Home Warranty not provide listing period coverage free of charge.

Buyer Home Warranty Plan effective date is the date of closing (title transfer) provided Globe Home Warranty Company has received proper payment and application. Expiration date is one (1) year from coverage effective date, unless renewed. If a home is vacant for over 30 days a current, legitimate "tested" home inspection is required. Funds must be received within 7 business days of closing or plan converts to the Direct Home Warranty Plan.

Direct Home Warranty Plan effective date is thirty days after Globe Home Warranty Company has received proper payment or unless otherwise agreed to by Globe Home Warranty Company. Expiration date is one (1) year from coverage effective date, unless renewed. Not available in all areas.

New Construction Warranty Plan basic coverage begins on the 366th day after closing. Expiration date is three (3) years from coverage effective date.

DESCRIPTION OF SYSTEMS, APPLIANCES, AND COMPONENTS

This contract provides coverage only for those systems, appliances or components specifically mentioned as being covered on the Home Warranty Coverage Summary related hereto. Certain coverage is not available under all plans or in every state and in certain cases an additional fee may be required. See the Home Warranty Coverage Summary and this Contract for specific information on coverage under the Plan. If a system and/or item are not listed as covered then it is not covered. Unless otherwise stated, only primary unit or system is covered.

1. AIR CONDITIONING

Note: Coverage available on cooling systems, no more than two systems, with nominal cooling capacities not to exceed five (5) tons each. **Covered:** Central air conditioning systems (a system which utilizes ductwork for the distribution of air) designed for residential application, to include condenser coils, evaporator coils, compressors, condenser fan motors, blower fan motors, internal system controls, standard wall thermostats, electronic leak detection, wall air conditioners (those designed for wall installation), evaporative cooler units.

Not Covered: Window air conditioning units, portable air conditioning units, gas air conditioning units including ammonia systems, commercial grade systems, structural components, panels and cabinetry, humidifiers, interconnecting refrigerant lines (external of the equipment), condensation drain pans, casings, and lines, filters (including electronic/electrostatic and de-ionizing filter systems), filter housing, recapture/reclaim of refrigerant, refrigerant, underground geothermal piping, geothermal units, Amana glycol units, water pumps and lines (external of the condenser unit), water cooling towers, heat recovery units, units that are improperly designed, installed, or sized, secondary or ancillary units or systems, cleaning and/or routine maintenance. Conditions caused by lack of cleaning and/or routine maintenance. Seller coverage limited to \$500 per listing period. For Buyer no limits on homes less than 20 years old or on homes with "tested" home inspection, see the Home Warranty Coverage Summary related hereto.



GLOBE HOME WARRANTY
Company

2. CENTRAL HEATING (If primary source of heat to the home, no more than two systems)

Covered: Hydronic heating unit (steam/hot water), forced air heating unit, heat pump, blower fan motors, heat exchangers, internal system controls, and standard wall thermostats. Coverage applies to primary, domestic system and/or components located within the foundation of the home or attached garage only, in no case will GHWC pay more than \$1500 maximum aggregate for repair or replacement of hot water, boiler, air transfer, or steam circulating units.

Not Covered: Fireplaces and key valves, gas log systems, including gas feed lines, units that are improperly designed, installed, or sized, structural components, panels and cabinetry, humidifiers, concrete encased hydronic heating coils and lines, radiant heating coils built into floors, walls or ceilings, individual space heater units, free-standing or portable heating units, cable heat, wood stoves, pellet stoves, Phenix systems, Amana glycol units, solar heating, filters (including electronic/electrostatic and de-ionizing filter systems), filter housing, baseboard casings, flues, chimneys and liners, fuel storage tanks, holding or pressure tanks, units converted from coal to gas, coal to oil, oil to gas, units that are improperly designed, installed, or sized, cleaning and/or maintenance, secondary or ancillary units or systems. Conditions caused by lack of cleaning and/or routine maintenance. Seller coverage limited to \$500 per listing period. For Buyer, no limits on homes less than 20 years old or on homes with a "tested" home inspection, see the Home Warranty Coverage Summary related hereto.

3. DUCTWORK (Available only in conjunction with heating and/or air conditioning coverage above.)

Covered: Accessible ducts from heating/air conditioning units to the point of attachment at registers and/or grills.

Not Covered: Registers, grills and dampers, insulation, asbestos insulated ductwork, crushed or collapsed ductwork, ductwork damaged by moisture or sun exposure, water, pests and/or animals, concrete encased or inaccessible ductwork, dampers or zone valves, underground ductwork. Inaccessible ductwork includes ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceiling.

4. PLUMBING

Covered: Water, drain and waste line leaks within the perimeter of the main foundation, garbage disposal, shower and/or tub valves, toilet tanks, bowls and mechanisms within the toilet tank, risers, gate valves, angle stops, sump pumps, toilets replaced with white builder's standard where necessary.

Not Covered: Conditions of insufficient or excessive water pressure, freeze damage, pressure regulating devices, water flow restriction due to rust, scale, minerals and other deposits, all plumbing located under the foundation or slab, all concrete encased plumbing, all piping and plumbing on the exterior of the home, plumbing outside of the main foundation, stoppages, jams, solar systems, odors, color or purity of the water, basket strainers, water filters, water purification systems, fixtures, shower enclosures, shower base pans, fixtures, bathtubs, sinks, laundry tubs, cracked porcelain, toilet lids and seats, bidets, drain mechanisms, float switches, secondary sump pumps, conditions due to roots, septic tanks and systems in or outside of the home, sewer ejector pumps, jet pumps, faucets, holding or pressure tanks, caulking and/or grouting, the repair and finish of any walls, floors or ceiling where it is necessary to break through to effect repairs, water damage, lawn sprinkler systems, cabinets, well pump systems, re-piping, and routine maintenance. Systems that are improperly designed, installed, or sized.

5. ELECTRICAL

Covered: General wiring within the perimeter of the main foundation, fuse panels, circuit breaker panels, switches and receptacles, door bells/chimes.

Not Covered: Conditions of inadequate wiring capacity, circuit overload, conditions caused by power failure and/or surge, all exterior wiring and components (except main panels mounted to exterior wall), intercom and/or speaker systems, telephone systems, burglar, fire and smoke alarms, low voltage lighting systems, direct current (DC) wiring and systems, all lighting fixtures, ceiling, attic and/or whole house exhaust fans, timers, irrigation controls, utility meter base pans, load control devices, transmitters, batteries, frequency interference, corrosion.

6. WATER HEATER

Covered: Freestanding electric and gas water heaters, piping, and controls, tanks.

Not Covered: Solar water heaters, insufficient or excessive water pressure, instant in line units, flues, exhaust vents, combination systems, drain pans, or routine maintenance. (Water heaters require periodic flushing)

7. BUILT-IN DISHWASHER

Covered: Timers, motors, pumps, switches, heating elements, wash arms, fill valves, hinges and latches, wiring, solid-state control boards.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, internal shells, racks, baskets, handles and knobs, rollers, door seals, dispensers, water flow restrictions due to mineral deposits, such as, but not limited to, lime.

8. BUILT-IN MICROWAVE OVEN (Not Combos/Over the Range Only)

Covered: Over the range built-in units; All electronic components, wiring, motors, timers, touch pads, hinges and latch assemblies, power cords.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, interior liners, shelves and trays, rotisseries and probes, handles and knobs, door seals, microwave leakage, meat probe assemblies, light fixtures and bulbs, portable units.

9. RANGE/OVEN/COOK TOP

Covered: Thermostats, clock/timers (self clean only), wiring, heating elements/burners (sensi-temp elements/burners will only be replaced with standard elements/burners), gas valves, igniters, controls, power cords, hinges and latches. Electromagnetic induction cook tops replaced with builders standard, when necessary not to exceed \$1000 in the aggregate.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, oven liners, drip pans, racks, shelves and drawers, door seals, rotisseries and probes, calibration, handles and knobs, light fixtures and bulbs. Timer and clocks that do not affect the heating or cleaning of the unit.

10. RANGE EXHAUST UNITS

Covered: Self-contained oven range units, motors and switches, wiring.

Not Covered: Secondary unit(s), rooftop (commercial) units, light fixtures and bulbs, filters, downdraft cook top units, structural components, panels and cabinetry, venting, any exhaust fan not solely for venting range/cook top fumes.

11. KITCHEN REFRIGERATOR

Covered: Hinges, compressors, condensers, evaporators, fan motors, timers, thermostats, defrost heaters, wiring, and power cords.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, racks, shelves, drawers, knobs and handles, door seals, ice makers, crushers, dispensers, beverage dispensers and their respective components, interior thermal liners, light bulbs and fixtures, water lines, food spoilage. If the unit has 2 compressors, only the refrigerator compressor will be covered. Built in units such as, but not limited to Monogram, Subzero, or Gaggenau brand refrigerators. Commercial like built in units are offered as an option and have a \$1000 limit. The warranty plan does not cover units for which the freezer is not an integral part of the unit. Odors.

12. BATHROOM EXHAUST FANS

Covered: Motors, switches, bearings, exhaust fans located in bathrooms.

Not Covered: Exhaust/Heat fan combination. All ductwork associated with exhaust vent, remote controls, belts, and chains. Fans replaced with builders standard when required.

13. WHIRLPOOL BATH

Covered: Built in bathtub whirlpool motor and pump assembly.

Not Covered: Tub, faucets, filters, valves, jets, access.

14. TOILETS See Plumbing.

15. BUILT-IN TRASH COMPACTOR

Covered: Motors, switches and relays, wiring, ram assembly, tracks.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, lock and key assemblies, buckets, handles and knobs, automatic de-odorizers.

16. CENTRAL VACUUM SYSTEM

Covered: Motors, switches, relays, wiring.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, handles, knobs, hoses, power head assemblies, attachments.

17. GARAGE DOOR OPENER

Covered: Relays, receiver boards, switches, motors, and drive trains, limited to one unit, unless additional unit coverage is purchased.

Not Covered: Garage doors, door hardware, frequency interference, corrosion caused by moisture, transmitters, batteries, and maintenance.

18. DOOR BELL / CHIME See Electrical.

19. CLOTHES WASHER

Covered: Transmission, motors, pumps, timers, wiring, relays and switches, water valves, belts, hoses, power cords.

Not Covered: Secondary unit(s), structural components, agitators, panels and cabinetry, inner and outer tub, removable mini tubs, filters and screens, handles and knobs, automatic dispensers, damage to clothing.

20. CLOTHES DRYER

Covered: Motors, timers, switches and relays, wiring, thermostats, heating elements and burners, gas valves, power cords, drum rollers, belts, and pulleys.

Not Covered: Secondary unit(s), structural components, panels and cabinetry, drum, door seals, light fixtures and bulbs, handles and knobs, lint filters, venting, damage to clothing.

21. ROOF LEAK REPAIR (Option)

Covered: This coverage is for patching water leaks in roof located over the occupied living area (excluding garage); Leaks must be resulting from normal wear and deterioration. Roof must be in good condition and watertight on the effective date of the plan. Covered to a maximum of \$500.00 per warranty period.

Not Covered: Pre-existing leaks, gutters, flashing, drain lines, roof mounted installations, skylights, patio covers, scuppers, glass, sheet metal, rubber, flat roofs, add on roofs not part of a contiguous roof, leaks occurring in decks or balcony when said deck or balcony serves as a roof to structure below, leaks which result from or are caused by any of the following: ice dams, missing and/or broken shingles, tiles, gutters, flashing, damage due to persons walking or standing on the roof, construction or repairs not performed in a workman like manner, failure to perform normal roof maintenance to roof and/or gutters, or acts of God such as fire, tornado, hurricane, earthquake, high winds or lightning, improper installation. This warranty does not cover roof structure. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply. If the area of the roof cannot be repaired without partial replacement of the roof, GHWC's obligation is limited to the cost of repair if such leak had been repairable.

22. WELL PUMP SYSTEM (Option)

Covered: All components and parts of the submersible or above ground well pump utilized as the sole source of water supply for the main dwelling only, to include: motor, pump, impellers, seals, controls. Coverage limited to \$750 per coverage period.

Not Covered: Pressure, holding or storage tank(s), piping and electrical lines leading to and from the unit, joint wells, well casings, re-drilling of wells, secondary/booster pumps, failure attributed to well impurity, contamination or lack of water, excavation or other charges necessary to gain access to the pump.

23. SEPTIC COVERAGE (Optional)

Required: Septic certification performed within ninety (90) days prior to closing. A copy of the certification must be provided before claims can be processed. This certification must be accomplished by a licensed Septic Company showing that the system was tested and inspected.

Covered: Sewage ejector pump, main line stoppages will be cleared provided an existing clean out or access is available without search or excavation. If the septic tank is backed up, the tank will be pumped one (1) time during coverage period.

Not Covered: Roots or stoppages that prevent the usage of a sewer machine cable, broken or collapsed sewer lines, costs incurred gaining access or locating the septic tank, insufficient capacity, tile fields, leach-beds, chemical treatment, septic tank, cost of sewer hook-ups, and disposal of waste.

24. SWIMMING POOL (Option)

Covered: Primary circulator pump, motor, relays and impellers, heater, filters (housings, pressure gauges, back flush valves), above ground plumbing lines leading to and from the unit. Pool heaters over eight (8) years old, coverage limited to \$750 per warranty period. Pools that should be winterized must have proof of service.

Not Covered: Above ground pools, secondary/auxiliary cleaning equipment and accessories to include built-in or detachable cleaning equipment, pop up heads and turbo valves, chlorinators, "creepy crawlers" and similar cleaning units, automatic feeders and chemicals, strainers, gaskets, seals, filter elements or media (i.e., cartridges, grids and sand), electrical lines, underground and concrete encased plumbing, structure, liner or shell of the pool, skimmers, timer systems, lighting, solar heaters and related components. Conditions caused by lack of cleaning and/or routine maintenance.

25. SPA (Option)

Covered: Primary circulator pumps, motors, relays and impellers, air pumps, heaters, filters (free-standing housing body, laterals, pressure gauges, back flush valves), above ground plumbing lines leading to and from unit. Spa heaters coverage limited to \$750 per warranty period.

Not Covered: Portable spas, secondary or auxiliary cleaning equipment and accessories to include built-in or detachable cleaning equipment, pop up heads and turbo valves, automatic feeders and chemicals, chlorinators, filter elements or media (i.e., cartridges, grids and sand), electrical lines, underground or concrete encased piping, water and air piping within the spa, jets, structure, liner or shell of the spa, skimmers, gaskets, o-rings, timer and control systems, lighting, solar heaters and related components. Conditions caused by lack of cleaning and/or routine maintenance.

THIS WARRANTY CONTRACT EXCLUDES...

- (A) Equipment, plumbing, electrical and refrigerant lines, coil lines not accessible, including but not limited to those encased within the ceiling, the floor, walls. Work, including parts and labor, on masonry, tile or other parts of the residential structure requiring patching, opening or closing of walls, floors, ceiling, and doorways.
- (B) Food spoilage, mold, mildew, fungus, rot, or conditions caused by them.
- (C) Non-functional inadequate drainage or sewage systems.
- (D) Cost of crane or special equipment, code violations and upgrades, permits, cabinet or counter work relating to appliance repair or replacement.
- (E) Damage of any kind from accident, abuse, misuse, fire, flood, windstorm or acts of God.
- (F) Toxic or asbestos material removal.
- (G) Plastic, rubber, porcelain, glass or ceramic parts, knobs or handles, missing parts.
- (H) Product problems resulting from power failures, surges, shortages, overloads, or fluctuations.
- (I) Cosmetic repairs, cleaning of any type, product sounds or odors.
- (J) Carpet discoloration, marring of the floors or other minor damages incidental to necessary moving of a product to make a repair.
- (K) Inner and outer cabinet parts or trim.
- (L) Solar heating and heat recovery systems of all types.
- (M) Condition due to sediment build up.
- (N) Efficiency of units, inadequate capacities of equipment, design changes other than manufacturer approved.
- (O) Rendering service when the contract holder does not give the correct contract number or reference at the time of service is requested.
- (P) Condos - Shared or common equipment.
- (Q) Failure of equipment due to rust or corrosion, (buyer covered after the first thirty days of contract).
- (R) Secondary or ancillary units or systems.
- (S) Conditions caused by improper or poor workmanship.
- (T) Damaged caused by Hydrogen Sulfide.

TERMS AND CONDITIONS

Service

1. This contract includes a service fee charge, per claim, as listed on the Home Warranty Summary that the contract holder must pay to each authorized contractor toward the covered portion of any claim. The contract holder will be responsible for and shall pay for the service call and for any service(s) provided that are not covered under the terms, conditions, and provisions of this contract. A service call includes, without limitation, the action of inspecting and performing service for the repair or replacement of a malfunctioning system, appliance and / or component.
2. When repair and / or replacement services covered by this contract are required, the contract holder must telephone Globe Home Warranty Company (GHW) at the number listed on the Home Warranty Coverage Summary to request service. Telephone service is available twenty-four (24) hours a day, seven (7) days a week for claims messages. Emergency claims will not be accepted via E-Mail or Website. During the normal business week, GHW will use reasonable efforts to dispatch service within twenty four (24) hours after the service call is received on weekdays and within forty eight (48) hours for calls received on weekends or holidays. Dispatch means to contact a contractor and request service. In the event GHW determines, at its sole discretion, that there is an emergency situation requiring expedited service, GHW will make reasonable efforts to expedite emergency service. GHW will determine, at its sole discretion, which repairs constitute an emergency and will give special consideration to covered malfunctions that affect the habitability of the dwelling.
3. The contract holder agrees to make premises available during normal business hours (local to contract holder) for the authorized contractor to effect needed repairs requested by contract holder. Contract holder agrees to pay GHWC and or authorized contractor for any service charge as a result of contract holder's failure to provide access or upon missed appointments. Globe Home Warranty Company will not authorize overtime labor charges for non-emergency service situations. The determination of an emergency/non emergency service situation is solely that of GHWC.
4. The contract holder must notify GHWC within thirty (30) days of occurrence when any of the systems, appliances or components covered by this contract become inoperative so as to require repair or replacement services under this contract. GHWC shall have no responsibility under this contract for claims that are not reported to Globe Home Warranty Company within the contract period.
5. GHWC will repair or replace covered systems, appliances and components in accordance with what is known in the building trade as "builder standards", unless otherwise stated in the Home Warranty Coverage Summary related hereto, including wall thermostats and

water heaters. GHWC is not liable to provide exact match in dye lot, type, or brand. Toilets will be replaced with standard white toilets only unless homeowner wishes to pay for upgrade price difference. GHWC is under no obligation to upgrade or make modifications to the original systems, appliances and / or components covered by this contract. When replacement systems, appliances or components of identical design and / or dimensions are not available, GHWC will be responsible for the installation of the systems, appliances or components but not for the cost of construction, carpentry or transitional work made necessary in order to accommodate the replacement systems, appliances or components.

6. If the contract holder fails to pay the service fee charge to the authorized contractor or any amounts due Globe Home Warranty Company, Globe Home Warranty Company shall have no further responsibility under this contract until all charges are paid, or, at Globe Home Warranty Company's option, the contract may be terminated.

7. All repair and/or replacement work covered by this contract must be performed by an authorized contractor and approved by GHWC. GHWC is not responsible for expenses incurred by the contract holder without the express consent of GHWC.

8. The option to repair versus replace systems, appliances or components is solely that of Globe Home Warranty Company.

9. Globe Home Warranty Company reserves the right to pay cash in lieu of repair or replacement in the amount of GHWC's actual cost to repair or replace such item. In situations where the contract holder is to receive these cash payments, the contract holder must supply documentation supporting that the proper work or purchase has been completed during the warranty period. Globe Home Warranty Company will establish the amount of the approved cost of repair or estimated cost of replacement at its sole discretion.

10. Should any building or zoning permits be necessary, contract holder shall be responsible to obtain these permits and the costs associated with these permits. Contract holder will also be responsible for the cost of handling asbestos, refrigerant recovery; fees associated with the removal and disposal of old systems, appliances or components and / or hazardous materials.

11. Should any systems, appliances or components covered by this contract be covered by other insurance, warranties or guarantees, this warranty will not apply.

12. If the contract holder authorizes or performs any alterations, installations, or repairs or modifies any system, appliance or component covered by this contract or damages it in the course of remodeling or repair, Globe Home Warranty Company will no longer be obligated to cover such item(s).

13. In the event a Seller Home Warranty does not convert into a Buyer Home Warranty, with claims filed under the Seller Home Warranty, the seller agrees to pay the cost of the Buyer Home Warranty or an amount equal to that paid on all Seller claims by GHWC, whichever is less.

14. Globe Home Warranty Company has the right to ask for and receive any inspections that the covered property may have had accomplished including "Seller Disclosure" prior to service dispatch. The Residential Real Estate Contract must be provided when requested.

15. Legitimate "tested" Inspection is an inspection that means tested and checked: Air conditioning was tested for pressure, temperature, and amperages. Furnace tested for cracks in heat exchanger. All electrical was tested and all breakers checked for double lugging. Plumbing tested for stoppages and leaks, water heater tested with a "bucket" test. All appliances tested through complete cycles and all results entered into an inspection report.

Limitations of the Globe Home Warranty Company's Liability

1. This contract does not cover upgrading or making modifications to systems, appliances or components due to lack of capacity (undersized), failure to meet building code(s), zoning requirements, utility regulations or failure to comply with local, state or Federal laws. Additional costs charged by the authorized contractor for system upgrades or recapture of refrigerant gas to comply with Federal law are not incorporated into the warranty price structure and therefore, such cost are not covered under the warranty contract and are the responsibility of the contract holder.

2. Electronic, computerized, or energy management systems or devices or lighting and appliance management systems are not covered by this contract.

3. This contract does not cover any condition which, after prudent investigation it is determined, existed prior to the contract effective date. This contract does not cover collapsed ductwork and / or malfunctions due to rust and/or corrosion of any system, appliance or component during the coverage period except when specifically stated in that Home Warranty Coverage Summary. Rust and corrosion when listed in the Home Warranty Summary will be covered for the Buyer after the first thirty (30) days of the contract period.

4. This contract is intended to cover only repairs and / or replacements attributable to ordinary wear and tear. Accordingly, this contract does not cover repairs and / or replacements which may result from other causes, without limitation, such as improper installation, neglect or misuse, pest and / or pest damage, pets and / or animal damage, power failure, power surge, water

damage, fire, casualty, flood, smoke, earthquake, freeze damage, accidents, war, insurrection, riots, vandalism, intentional destruction of property. Globe Home Warranty Company is not responsible or liable for delays or failure caused by or related to, acts of God, fire, casualty, war, shortages of labor and/or materials, or any other cause beyond the reasonable control of Globe Home Warranty Company.

5. Globe Home Warranty Company is not responsible for incidental and/or consequential damages resulting from the mechanical failure of any system, appliance or component such as, but not limited to food spoilage and/or property damage.

6. Globe Home Warranty Company is not responsible for damage that results from an authorized contractor's service or delay in service.

7. Globe Home Warranty Company is not liable for charges incurred for that portion of a covered claim needed to gain access to a system, appliance, or component in situations where there is not adequate capacity or space for serviceability such as, but not limited to concrete encased items, permanently installed fixtures and / or walls. In the event it is necessary to open walls, floors or ceilings to perform a covered service, Globe Home Warranty Company is not responsible for access or for restoring openings.

8. Globe Home Warranty Company is not responsible for repair or replacement of systems, appliances, or component classified by the manufacturer as commercial-grade.

9. Globe Home Warranty Company reserves the right to obtain a second opinion of an authorized contractor prior to determining eligibility for coverage and to perform a re-inspection subsequent to performing repair and/or replacement services to confirm eligibility for coverage under this contract.

10. In no event shall Globe Home Warranty Company be liable for any claims in excess of \$1500 in the aggregate with respect to hot water, boiler, air transfer, or steam circulating systems, which may be covered under a certain plan. On homes over 20 years old, and without a legitimate "tested" inspection, air conditioning or heating systems/units coverage per system is limited to \$500 per contract period, unless otherwise stated in the Home Warranty Coverage Summary related hereto.

11. If any system, appliance, and/or component otherwise covered under this Contract is rendered inoperable due to the non-availability in the ordinary course of trade of one or more of its component parts, the Globe Home Warranty Company shall not be responsible for the replacement of the entire non-operating system, appliance, and/or component. Globe Home Warranty Company shall be required only to make reasonable allowance based on the value of comparable parts and labor that is available in the ordinary course of trade.

12. Globe Home Warranty Company reserves the right to request copies of utility bills from contract holder and confirm with utility companies that a home has been vacant over 30 days. Homes vacant over 30 days are not covered under this warranty.

13. Assignment: In the event of assignment or transfer of title of the covered property, this contract may be assigned and/or transferred at option of Globe Home Warranty Company, where permitted or when mandated by state law and when the applicable fee has been paid. Globe Home Warranty Company reserves the right to charge a transfer fee not to exceed \$40.

14. Renewal: This contract may be renewed at the option of Globe Home Warranty Company and where permitted by state law. In this event, the contract holder will be notified of the applicable rates and terms of coverage.

15. Installment Billing: Should contract holder suffer damages covered by this contract at a time when there are unpaid installments due from the contract holder, whether or not such payments are due or overdue, Globe Home Warranty Company reserves the right to deduct all or any portion as it deems necessary or desirable from the amount of loss covered by this contract for such incident or to require to pay the entire remaining unpaid balances prior to covering the loss for the contract holder. The failure of Globe Home Warranty Company to exercise any such right on one occasion shall not be deemed a waiver of such right on other occasions.

16. Cancellation: Contract can be canceled for non-payment of funds, fraud or misrepresentation of the home, its systems, or appliances or for false or exaggerated claims. The homeowner shall be entitled to cancel with full refund during the first 10 days of the contract period and the provider of funds entitled to a refund, less service, after that period a pro-rata refund of the paid contract fee for the remainder of the term, less service and administration cost incurred by Globe Home Warranty Company.

17. Waiver: Should Globe Home Warranty Company waive any of its contractual rights, such waiver will not constitute a future waiver of said rights.

18. Disclosure: The price of the contract includes the full amount of all fees due and payable as well as the costs of processing and administration for Globe Home Warranty Company and its agents.

19. Dispute Resolution: Any controversy or claim arising out of or relating to this contract shall be settled by binding arbitration conducted in the capital city in accordance with the existing rules of the American Arbitration Association and shall be governed by the laws of the State in which the dwelling is located only. Any award rendered by the arbitrator(s) shall be final, binding and

conclusive on all parties for all jurisdictions. The arbitrator(s) shall cause the losing party to pay the reasonable attorney's fees and costs of the prevailing party and disbursements related to the arbitration process and any appeal thereof. Any controversy or claim must be submitted to arbitration within six (6) months (or period required by law) from date in which controversy or claim first arose and if not brought within such time (time being of the essence), the party seeking to resolve such controversy or claim shall lose all rights and remedies with respect hereto.

20. Corporate Office: Globe Home Warranty Company is located at 611 Wymore Road, Suite #220, Winter Park, Florida 32789. Telephone: 407-629-1810 Fax: 407-629-8801 email: Sales@globewarranty.com World Wide Web: www.globewarranty.com.

Alternate Types of Dwellings

1. Whether or not this contract covers a condominium unit, mobile home or multi-unit dwelling, any repairs and/or replacements will be limited to the systems, appliances or components solely used by and located within such unit (unless specified otherwise). No common area systems, appliances or components shared by non-warranted units will be covered by this contract.
2. Mobile homes constructed within ten (10) years of the proposed effective date of the warranty contract are eligible for coverage, provided they are permanently secured and the land is included in the sale. Mobile homes that are located in a division operated similar to a condominium where maintenance is provided are also eligible for coverage.
3. The Seller Home Warranty Plan is available on multi-unit dwelling; however, coverage is restricted to the owner occupied unit only. All other tenant occupied units are not covered under the Seller Home Warranty Plan. If coverage is provided on tenant occupied units under the Buyer Home Warranty Plan and/or Direct Home Warranty Plan, the contract holder (not the tenant) is responsible to report the claim and pay the service fee charge.
4. This contract covers a dwelling used only for residential purposes, any dwelling used for commercial purposes such as, but not limited to, a day care facility, group home, rest home, church or school will not be covered.

clerks copy

RECEIVED
SHERIFFS DEPT
MONTGOMERY, AL
IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

DEBRA CALDWELL-BUSH

2006 APR 20 A 9 51

V.

D T MARSHALL
SHERIFF

CASE # CV 06-40

GLOBE HOME WARRANTY et al

SUMMONS

To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

RECEIVED

APR 17 2006

GLOBE HOME WARRANTY COMPANY

LOWNDES COUNTY
SHERIFF DEPT.

I/C/O CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY
STREET MONTGOMERY, ALABAMA 36104

Each defendant/respondent is required to serve a copy of a written answer to the complaint upon Plaintiffs' attorney, whose address is:

Mickey J.G. McDermott

Attorney at Law P.O. BOX 34 MONTGOMERY, AL 36104

Within THIRTY (30) after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated

4/17/06

Ruby Jr
Clerk of Court

RETURN ON SERVICE:

I certify that I personally delivered a copy of this Order to _____ on the _____ day of _____, 2006.

Date

Server's Signature

Address of Server

Type of Process Server

EXECUTED BY SERVING
A COPY OF THE WITHIN

State Bar
Warrant Co.

This the 25 day of September
D. T. MARSHALL
Sheriff Montgomery County
By Alan R. Smith
Civil Process Server

630

3:00

IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

DEBRA CALDWELL-BUSH

V.

GLOBE HOME WARRANTY et al

CASE # CV 06-40

SUMMONS

To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

GLOBE HOME WARRANTY COMPANY

I/C/O CSC LAWYERS INCORPORATING SERVICE 150 SOUTH PERRY
STREET MONTGOMERY, ALABAMA 36104

Each defendant/respondent is required to serve a copy of a written answer to the complaint upon Plaintiffs' attorney, whose address is:

Mickey J.G. McDermott
Attorney at Law P.O. BOX 34 MONTGOMERY, AL 36104

Within THIRTY (30) after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated

4/17/06

Clerk of Court

Ruby J. CSM

RETURN ON SERVICE:

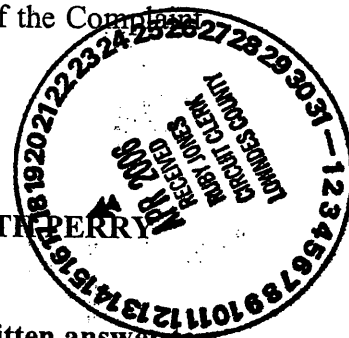
I certify that I personally delivered a copy of this Order to _____ on the _____ day of _____, 2006.

Date

Server's Signature

Address of Server

Type of Process Server



**In the Circuit Court for
Lowndes County, Alabama**

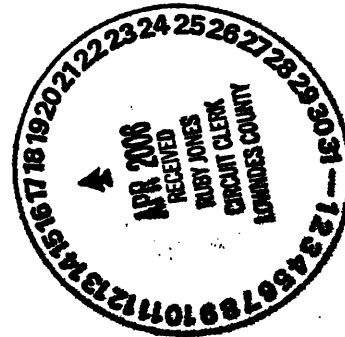
**Debra Caldwell-Bush
Plaintiff**

vs.

**Globe Home Warranty Company
The agents, servants, employees
Owners, directors and others
so situated that inflicted
benefited from, worked with
or for the listed parties which
caused the harm and injury
to the plaintiff, fictitious parties
A,B and C which will be added
later by amendment when
ascertained, and Ruby Wright
individually.
Defendants**

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CV 06-40



COMPLAINT

THE PARTIES

(1) The Plaintiff Debra Caldwell Bush is a resident of Lowndes County Alabama and is over the age of nineteen years of age, she resides at 185 Idle wild Drive Hope Hull, Alabama 36043. Defendant Ruby Wright is over the age of nineteen years of age and is a resident of Lowndes County Alabama, who's exact address is unknown at this time. Defendant Globe Home Warranty is a Delaware Corporation doing business in Alabama with a registered agent of CSC Lawyers Incorporating Service 150 South Perry Street Montgomery, Alabama 36104.

JURISDICTION AND VENUE

(2) All events and or occurrences took place in Lowndes County Alabama, and the amount complained of herein meets the requirements for this Honorable Court to exercise Jurisdiction and Venue in Lowndes County Alabama.

THE FACTS

(3) On 31 January 2005 the Plaintiff purchased from Defendant Ruby Wright the property located at 185 Idle wild Drive in Lowndes County Alabama. Condition on the sale of the home was the purchase of a Home Warranty. Said policy AI-05-1-101 was sold to the parties and money was paid for the said home warranty. In a matter of months following the purchase of the home and the warranty, electrical problems began to develop which included damaged appliances, brown outs, and burned electrical outlets.

(4) The Plaintiff made numerous contacts with the Defendant warranty company only to be told that someone would take care of the problem. The Plaintiff was asked by the Defendants to seek the services of an Electrician that diagnosis the problem. The Plaintiff did locate an electrician who did as the Plaintiff requested. The Home was found by the electrician to demand immediate repairs to prevent further damage to the home and jeopardy to the family of the Plaintiff.

(5) The Plaintiff was forced to pay for those services without any assistance form the Defendants. Despite request from the Plaintiff, the defendants have not reimbursed or refunded the cost of the warranty to the Plaintiff and have never inspected, repaired or replaced any of the items so damaged in the home. Calls have gone unanswered, as have letters to the Defendants.

COUNT(1)
BREACH OF WARRANTY

(6) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home From Defendant Ruby Wright and as part of the purchase, the homeowner provided a home warranty with the Defendants, Globe only to have no services from Defendant Globe whatsoever. The Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the

Defendants. The Plaintiff avers that the Defendants are in breach of the warranty sold to her for the use, benefit and protection of her and her family.

(7) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(2)
BREACH OF CONTRACT

(8) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants are in breach of the Contract signed by the parties for the use, benefit and protection of her and her family.

(9) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(3)
NEGLIGENCE

(10) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants were

negligent allowing she and her family to be subject to electrical dangers in the home and for failing to protect her and her family.

(11) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(4)
CONVERSION

(12) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants accepted her payment for services they did not nor ever intended to provide and converted her money to their personal use without benefit to her or her family.

(13) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(5)
BATTERY-CIVIL

(14) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants committed a

civil battery against her person and that of her family by allowing them to be subjected to electrical outages, overloads, faults, burns and damage appliances, electrical fires and electrical shocks.

(15) The Plaintiff demands the sum of \$2770,00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.

COUNT(6)
MISREPRESENTATION

(16) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants. The Plaintiff avers that the Defendants misrepresented the quality of service, the level of care, the actual value of the warranty and the facts that the Defendant would not honor the warranty/contract.

(17) The Plaintiff demands the sum of \$359.00 in Compensatory damages. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated.


COUNT(7)
OUTRAGE

(18) The Plaintiff adopts each and every preceding paragraph of the complaint herein and avers the following: In that the Plaintiff purchased a home warranty from the Defendants and paid valuable consideration for the same only to have no services from the Defendants whatsoever, the Plaintiff having to incur and bear the cost of replacement of home appliances, repairs to damage to the home all due to the faults, behaviors, acts and or omissions of the Defendants.


(19) The Plaintiff avers that the Defendants acts and omission in not honoring their contract/warranty were so egregious as to constitute outrage to the general public and were beyond the pale of civilized behavior.

(20) The Plaintiff demands the sum of \$359.00 in Compensatory damages for the cost of the warranty itself, and \$2770.00 in repair cost. In addition the Plaintiff demands the sum of \$175,000.00 in punitive damages to deter the conduct of the defendants and other so situated

THE PLAINTIFF DEMANDS A JURY ON ALL ISSUES


Debra Caldwell-Bush
Plaintiff

Done this the 14th day of April, 2006


Mickey McDermott
For the Plaintiff
MCD-052
P.O. BOX 919
HAYNEVILLE, ALA 36040